



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

April 17, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**TRASH-FREE CHANNEL AT VARIOUS FLOOD CONTROL FACILITIES  
ALL SUPERVISORIAL DISTRICTS  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING  
BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that this work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award contracts for "Trash-Free Channel - South Maintenance Area 2," "Trash-Free Channel - East Maintenance Area 2," and "Trash-Free Channel - West Maintenance Area 2" to The Resource Collection, located in Hawthorne, California. The contracts will commence upon Board approval through March 31, 2004, with a single one-year renewal option.
3. Delegate authority to the Director of Public Works to execute the contracts and to renew the contracts for the one-year renewal option, if, in the opinion of the Director, renewal is warranted.
4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
5. Authorize Public Works to encumber a total annual not-to-exceed amount of \$340,700 (\$139,800 for each of the South and East areas and \$61,100 for the West area) plus 15 percent to cover any unforeseen additional

work that may be required. These amounts are based on the contractor's unit prices to perform the work.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to obtain contract services for the removal of trash and debris, as needed, from various flood control channels in the Flood Control District's East, South, and West maintenance areas during the nine driest months of each year. These contracts are designed to remove trash as quickly and as often as necessary to keep the channels clean to help meet the goals of the Trash Total Maximum Daily Loads (TMDL) for the Los Angeles River and Ballona Creek set by the Regional Water Quality Control Board and maintain our compliance with the County's National Pollutant Discharge Elimination System Permit.

These trash and debris removal contracts are another strategy that will be evaluated along with other trash removal devices that Public Works is installing in our effort to meet trash TMDLs.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well Being. These contracts will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely manner, as well as improve the quality of life in the County.

### **FISCAL IMPACT/FINANCING**

The total annual not-to-exceed amount for these contracts is \$340,700 (\$139,800 for each of the South and East areas and \$61,100 for the West area), plus 15 percent to cover any unforeseen additional work that may be required. These amounts are based on the contractor's unit prices to perform the requested work.

These contracts will commence upon Board approval through March 31, 2004, with one-year renewal option. With the Board's delegated authority, the Director may renew these contracts for the one-year renewal option period. In any event, one or all of these contracts may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds are available in the Flood District's 2002-03 budget to cover the cost of these contracts. There will be no impact on net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Upon your Board's approval and approval as to form by County Counsel, the contractor and the Director will execute the contracts (Enclosure A - sample contract).

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to these recommended contracts that are for non-Proposition A services, as these services are required on a part-time and intermittent basis.

## **ENVIRONMENTAL DOCUMENTATION**

With respect to requirements of the CEQA, these trash and debris removal services are categorically exempt as specified in Class 1 (e), (f), and (o) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

## **CONTRACTING PROCESS**

On January 30, 2003, Public Works solicited proposals from 91 independent contractors and community business organizations to accomplish this work. Also, notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On February 24, 2003, five proposals were received for the East and South areas and four proposals were received for the West area. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP that included proposed price, work plan, references, experience, and financial capability. Based on this evaluation, Public Works is recommending that these contracts be awarded to the highest rated as well as the lowest-priced proposer for each area, The Resource Collection, Inc., located in Hawthorne, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain Board-approved contract terms and conditions regarding contractor responsibility and debarment, jury service requirements, and no payment for services received after contract expiration or termination.

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Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees.

**CONCLUSION**

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

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Enc.

cc: Chief Administrative Office  
County Counsel

S A M P L E C O N T R A C T

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the COUNTY OF LOS ANGELES, acting as the governing body of the Los Angeles County Flood Control District, hereinafter referred to as "COUNTY," and THE RESOURCE COLLECTION, INCORPORATED, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 24th day of February 2003, hereby agrees to remove trash and debris from various flood control channels in the Area, as described in the attached Specifications for ATrash-Free Channel \_\_\_\_\_ Area 2.@

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract's Specifications to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal, an annual amount not to exceed \$ \_\_\_\_\_ or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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ENCLOSURE A

IN WITNESS WHEREOF, the County and the Contractor have hereunto subscribed their names by and through their officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By

\_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

THE RESOURCE COLLECTION, INC.

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary